

12-22-1999



101230136

REGISTRATION COVER SHEET

MRD 12-1-99

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

12/21/1999 TTON11 00000121 2072054

40.00 OP  
125.00 OP

01 FC:481  
02 FC:482

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002002 FRAME: 0302

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

|   |                      |                      |
|---|----------------------|----------------------|
| <input type="text" value="75-417,657"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/>                    | <input type="text"/> | <input type="text"/> |
| <input type="text"/>                    | <input type="text"/> | <input type="text"/> |

|  |  |                                      |
|--|--|--------------------------------------|
| <input type="text" value="2,072,854"/> | <input type="text" value="2,048,670"/> | <input type="text" value="958,296"/> |
| <input type="text" value="983,083"/>   | <input type="text" value="2,150,784"/> | <input type="text"/>                 |
| <input type="text"/>                   | <input type="text"/>                   | <input type="text"/>                 |

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

*PAUL HERMAN*

Name of Person Signing

*Paul Herman*

Signature

*11/29/99*

Date Signed

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
TRADEMARK ASSIGNMENT**

**ASSIGNOR: Bank of America, N.A.**

**ASSIGNEE: Dinex International, Inc.**

THIS ASSIGNMENT, effective the 29<sup>th</sup> day of November, 1999, by and between Bank of America, National Association, with an office at 555 South Flower Street, Los Angeles, California 90071 (Mail Code: CA9-706-10-10) ("ASSIGNOR"), and Dinex International, Inc., a Connecticut corporation located at Building 2, Suite 106, 628 Hebron Avenue, Glastonbury, Connecticut 06033-5006 ("ASSIGNEE"),

**RECITALS:**

WHEREBY, Seco Products Corporation ("Seco") and The Boatmen's National Bank of St. Louis are parties to a certain Trademark Security Agreement, dated August 21, 1992 (the "Security Agreement"), which was filed in the United States Patent and Trademark Office on September 2, 1992 at Reel 0891, Frames 0642 through 0651 (attached herewith as EXHIBIT A);

WHEREBY, the Security Agreement was modified by a Reaffirmation and Modification dated as of January 27, 1994 executed by Seco and delivered to The Boatmen's National Bank of St. Louis and filed in the United States Trademark and Trademark Office on February 7, 1994 at Reel 1105, Frame 0168 (attached herewith as EXHIBIT B);

WHEREBY, the Security Agreement was further modified by a Reaffirmation and Modification dated as of June 8, 1995 executed by Seco and delivered to The Boatmen's National Bank of St. Louis (attached herewith as EXHIBIT C);

WHEREBY, The Boatmen's National Bank of St. Louis merged into and under the charter of NationsBank, National Association, as evidenced by the official certification dated June 10, 1997 (attached herewith as EXHIBIT D);

WHEREBY, NationsBank, National Association, changed the bank's title to Bank of America, National Association, as evidenced by the official certification dated June 8, 1999 (attached herewith as EXHIBIT E);

WHEREBY, the Security Agreement was still further modified by an Amendment of Trademark Security Agreement dated as of November 16, 1999 executed by ASSIGNOR and filed in the United States Trademark and Trademark Office on November \_\_\_\_, 1999 at Trademark Reel \_\_\_\_\_, Frames \_\_\_\_\_ through \_\_\_\_\_ (the "Amendment", attached herewith as EXHIBIT F);

WHEREBY, the Security Agreement (EXHIBIT A) encumbers in favor of ASSIGNOR all of Seco's rights, claims and interests in and to, among other things, the trademark registrations and applications, service mark registrations and applications, trade names, as well as all foreign counterparts thereof, and all of the good will connected with and symbolized by such trademark and service mark registrations and applications and such trade names, as more particularly described on Schedule A of the Security Agreement and as modified and amended in the Reaffirmation and Modifications (EXHIBITS B, and C) as well as in the Amendment (EXHIBIT F) (the "Trademark Property", attached herewith as EXHIBIT G);

WHEREBY, on or about October 8, 1999, pursuant to a letter agreement, Seco granted ASSIGNOR peaceful possession of all of its property, including the Trademark Property, and ASSIGNOR is now assigning its interest in the Trademark Property as described in EXHIBIT G hereto and as granted in the Security Agreement (EXHIBIT A) as modified and amended (EXHIBITS B, C, and F);

WHEREBY, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the Trademark Property listed in EXHIBIT G, and ASSIGNOR is desirous of transferring Seco's right, title and interest in and to the Trademark Property listed in EXHIBIT G to ASSIGNEE pursuant to Section 400.9-504 of the Revised Statutes of Missouri;

NOW THEREFORE, in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE, free and clear of all liens and security interests, all of Seco's right, title and interest in and to the Trademark Property as listed in EXHIBIT G, the same to be held and enjoyed by ASSIGNEE for its own use and behoof and for its assignees, successors and legal representatives, to the full end of the terms for which Trademark Property listed in EXHIBIT G will or has been granted, or of the terms of any continuations or divisions thereof.

*[signature page to follow]*

IN WITNESS WHEREOF, BANK OF AMERICA, N.A. has caused this Trademark Assignment to be duly executed this 29<sup>th</sup> day of November, 1999.

BANK OF AMERICA, N.A., through ATEC, INC., its authorized agent under limited power of attorney dated November 18, 1999

By:   
Paul Lerman  
Authorized Agent

STATE OF MISSOURI )  
CITY ) SS.  
~~COUNTY~~ OF ST. LOUIS )

On this 29<sup>th</sup> day of November 1999, before me personally appeared Paul Lerman, to me personally known, who, being by me duly sworn, did say that he is an authorized agent of Bank of America, N.A., a national banking association, and that he signed the foregoing instrument with the authority of and as the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

  
Notary Public

My commission expires: \_\_\_\_\_  
LOITA D. EVANS  
Notary Public — Notary Seal  
STATE OF MISSOURI  
City of St. Louis  
My Commission Expires: September 30, 2001



0891/0642



**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

OCTOBER 20, 1992

TO: PRENTICE HALL LEGAL & FINANCIAL SERVICES  
AMY LEE BRADY  
500 CENTRAL AVENUE  
ALBANY, NEW YORK 12206

**UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE TRADEMARK ASSIGNMENT PROCESSING SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U. S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT BRANCH, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

**ASSIGNOR:**

SECO PRODUCTS CORPORATION

DOC DATE : 08/21/1992  
CITIZENSHIP : DELAWARE

ENTITY : CORPORATION

**ASSIGNEE:**

BOATMEN'S NATIONAL BANK OF ST. LOUIS,  
THE

CITIZENSHIP : NO DATA

ENTITY : A NATIONAL BANKING ASSOCIATION

**BRIEF:**

SECURITY INTEREST

NO. OF PAGES : 010  
REEL/FRAME : 0891/0642

DATE RECORDED : 09/02/1992

APPLICATION NUMBER : 71-507278  
REGISTRATION NUMBER: 0443022

FILING DATE : 08/12/1946  
REGISTRATION DATE: 07/05/1949

MARK: SECONOMY LINE QUALITY SL  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER : 71-507279

FILING DATE : 08/12/1946

**TRADEMARK  
REEL: 002002 FRAME: 0308**

REGISTRATION NUMBER: 0443023

REGISTRATION DATE: 07/05/1949

MARK: SECO

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER : 71-603028

FILING DATE : 08/31/1950

REGISTRATION NUMBER: 0575093

REGISTRATION DATE: 06/02/1953

MARK: SECO-MATIC

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER : 74-170267

FILING DATE : 05/24/1991

REGISTRATION NUMBER:

REGISTRATION DATE:

MARK: SECOTAINER

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM



EXAMINER/PARALEGAL  
ASSIGNMENT BRANCH  
ASSIGNMENT/CERTIFICATION SERVICES DIVISION



PREMIER HALL LEGAL & FINANCIAL SERVICES

\$40.00  
75.00  
481  
482  
D

Simon & Schuster Business & Professional Group  
500 Central  
Albany, NY 12206  
518-438-1111

Real Property Trademark



August 26, 1992

Commissioner of Patents & Trademarks  
2011 Jefferson Davis Highway  
Arlington, VA 22202

Dear Sirs,

Please find enclosed the following document(s) to be recorded in your office.  
Also enclosed is a check in the amount of \$ 115.00 to cover the cost of recording.

I have enclosed a self addressed stamped acknowledgement card, would you please  
affix your date stamp and send it back to me as soon as possible.

Should you have any questions, please do not hesitate to call me.

Sincerely,

*Amy Lee Brady*  
Amy Lee Brady

TRADEMARK

REEL 0891 FRAME 642

Type of Document: Trademark Security Agreement  
Name: Middleby  
Our File Number: 39194

File 5th

09127019

570

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is by and between SECO PRODUCTS CORPORATION, a Delaware corporation ("Borrower"), and THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, a national banking association ("Bank"), and is as follows:

### 1. Preliminary Statements.

(A) Borrower has executed and delivered this Agreement to Bank as a condition of the Loan Agreement between Borrower and Bank of even date herewith (as amended, modified, restated or replaced from time to time, the "Loan Agreement"), to induce Bank to make advances to Borrower pursuant to the Loan Agreement.

(B) All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed to them in the Loan Agreement.

**2. Grant of Security.** As security for the full and prompt performance of all of the Obligations, Borrower hereby pledges, assigns and grants to Bank a Lien on and security interest in Borrower's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of the Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including, without limitation, each mark, registration, and application listed on Schedule I attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, and (v) together in each case with the good will of Borrower's business connected with the use of, and symbolized by, the Trademark Collateral.

**3. Representations and Warranties.** The Borrower represents and warrants as follows:

(A) Borrower is the owner of the Trademark Collateral free and clear of any Liens, charges and encumbrances, except as otherwise disclosed in Schedule I.

(B) Set forth in Schedule I is a complete and accurate list of all trademarks, trade names, service marks, trademark and service mark registrations, and applications for trademark or service mark registrations owned by Borrower.

(C) Borrower has not granted any license, release, covenant not to sue, or non-assertion assurance to any third person with respect to any part of the Trademark Collateral, except as contemplated in the Loan Agreement or as otherwise disclosed in Schedule I.

**4. Further Assurances.**

TRADEMARK

REEL 0891 FRAME 643

(A) Borrower agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary in order (i) to continue, perfect and protect the assignment and the security interest granted or purported to be granted hereby or (ii) to enable Bank to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, the Borrower will execute and file such financing or continuation statements, amendments hereto, and such other instruments or notices as may be necessary or desirable, or as Bank may reasonably request, in order to perfect and preserve the security interest granted or purported to be granted hereby.

(B) Borrower hereby authorizes Bank to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Trademark Collateral without the signature of Borrower where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(C) Borrower agrees that, should it obtain an ownership interest in any trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration which is not now identified in Schedule I, (i) Borrower shall give prompt written notice thereof to Bank, (ii) the provisions of Paragraph 2 shall automatically apply to any such mark, registration, or application, and (iii) any such mark, registration, or application, together with the good will of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral.

(D) With respect to any Trademark Collateral necessary to the conduct of Borrower's business, Borrower agrees to take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or in any court to maintain each registered trademark, service mark, and trademark or service mark registration, and to pursue each application for trademark or service mark registration now or hereafter included in the Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and participation in opposition, interference and infringement proceedings. To the extent necessary or desirable to the conduct of its business, Borrower agrees to take corresponding steps with respect to each new or other registered trademark, service mark, trademark or service mark registration to which the Borrower is now or later becomes entitled.

(E) If Borrower becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, Borrower shall promptly notify Bank and shall promptly sue for infringement or misappropriation and for recovery of all damages caused by such infringement or misappropriation, and shall take such other actions as Borrower shall deem appropriate under the circumstances to protect such Trademark Collateral, and Bank, upon notice from Borrower of Borrower's intent to file any such suit, shall either join in such suit or reassign to Borrower Bank's rights under Section 2(iii).

TRADEMARK

REEL 0891 FRAME 644

(F) Borrower shall continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

**5. Transfers and Other Liens.** Borrower shall not:

(A) sell, assign (by operation of law or otherwise), grant a license in or with respect to, or otherwise dispose of any of the Trademark Collateral, except as permitted by the Loan Agreement;

(B) create or suffer to exist any Lien, security interest or other charge or encumbrance upon or with respect to any of the Trademark Collateral except as otherwise disclosed in Schedule I, or as otherwise permitted by the Loan Agreement; or

(C) take any other action in connection with any of the Trademark Collateral that would impair the value of the interests or rights thereunder of Borrower.

**6. Bank Appointed Attorney-in-Fact.** Borrower hereby irrevocably appoints Bank as Borrower's attorney-in-fact, with full authority in Borrower's place, stead and on behalf of Borrower and in Borrower's name or otherwise, from time to time in Bank's reasonable discretion, to take any action and to execute any instrument that Bank deems reasonably necessary to accomplish the purposes of this Agreement, including, without limitation, after the occurrence and during the continuance of an Event of Default: (i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral; (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) above; and (iii) to file any claims or take any action or institute any proceedings that Bank may deem necessary for the collection of any of the Trademark Collateral or otherwise to enforce the rights of Bank with respect to any of the Trademark Collateral.

**7. Bank May Perform.** If Borrower fails to perform any of its obligations contained herein, Bank may itself perform, or cause performance of, such obligations, and the expenses of Bank incurred in connection therewith shall be payable by Borrower under Paragraph 10.

**8. Bank's Duties.** The powers conferred on Bank hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon Bank to exercise any such powers. Except for the accounting for moneys actually received by it hereunder, Bank shall have no duty as to any Trademark Collateral, or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral.

**9. Remedies.** If any Event of Default shall have occurred and be continuing:

(A) Bank may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to Bank, all the rights and remedies of a secured party on default under the Uniform Commercial Code ("Code") (whether or not the Code applies to the affected Trademark Collateral) and also may (i) as provided in Section 6, exercise any and all rights and remedies of Borrower under or otherwise in respect of the Trademark Collateral;

TRADEMARK

REEL 0891 FRAME 645

(ii) require Borrower to, and Borrower hereby agrees that it will at its expense and upon request of Bank forthwith, assemble all or any part of the documents embodying the Trademark Collateral as directed by Bank and make them available to Bank at a place to be designated by Bank which is reasonably convenient to both Bank and Borrower, (iii) license, sell or otherwise dispose of the Trademark Collateral or any part thereof, in one or more lots, at public or private sale, at any of Bank's offices or elsewhere, for cash, credit or other consideration, and upon such other terms as are commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the good will of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and Borrower shall supply to Bank or its designee Borrower's know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and Borrower's customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Borrower agrees that, to the extent notice to Borrower of the time and place of any public sale or the time after which any private sale is to be made, ten (10) Business Days shall constitute reasonable notice. Bank shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Bank may adjourn any public or private sale therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(B) All payments received by Borrower under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of Bank, shall be segregated from other funds of Borrower and shall be forthwith paid over to Bank in the same form as so received (with any necessary endorsement).

(C) All payments made hereunder or in connection with or otherwise in respect of the Trademark Collateral and all cash proceeds received by Bank in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral shall be applied (after payment of any amounts payable to Bank pursuant to Paragraph 10) by Bank against the Obligations in such order as Bank shall elect. Any surplus of such cash or cash proceeds held by Bank and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive such surplus.

**10. Expenses.** Borrower, upon demand, will pay to Bank the amount of any and all reasonable expenses, including, without limitation, the reasonable fees and actual expenses of its counsel and of any experts and agents, which Bank may incur in connection with any and all of the following (i) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Trademark Collateral, (ii) the exercise or enforcement of any of Bank's rights hereunder, or (iii) the failure by Borrower to perform or observe any of the provisions hereof.

**11. Amendments, Waivers, Consents.** No amendment or waiver of any provision of this Agreement nor consent to any departure by Borrower herefrom shall in any event be effective unless such amendment or waiver shall be in writing and signed by an authorized officer of Bank and Borrower (except that waivers need only be signed by an authorized officer of Bank), and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

TRADEMARK

REEL 0891 FRAME 646

12. Notices. Any notice or notification required, permitted or contemplated hereunder shall be given in the manner set out in the Loan Agreement.

13. Miscellaneous.

(A) This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) remain in full force and effect until payment in full of the Obligations, and (ii) be binding upon Borrower, its successors and assigns, and (iii) inure, together with the rights and remedies of Bank hereunder, to the benefit of Bank, its successors, transferees and assigns.

(B) Upon the full payment of all Obligations, the Liens and security interests granted hereby shall terminate and all rights to the Trademark Collateral shall revert to Borrower. Upon any such termination, Bank will, at Borrower's expense, execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination and reversion.

(C) If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

(D) This Agreement shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the local law of the State of Missouri, without reference to the conflicts of law principles thereunder.

(E) The captions in this Agreement are for reference purposes only and shall not relate to or affect in any way the construction or interpretation hereof.

(F) The representations, warranties, covenants and agreements contained herein or in any Schedule attached hereto shall survive the execution hereof.

(G) This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, but all of which shall be deemed to be one and the same instrument.

(H) Any notice required to be given hereunder shall be given as set forth in the Loan Agreement.

(I) This Agreement shall terminate upon full and final payment and performance of all the Obligations and termination of the Commitments. At such time, Bank shall, at the request of Borrower, reassign and redeliver to Borrower all of the Trademark Collateral hereunder which have not been sold, disposed of, retained or applied by Bank in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to Bank, except as to the absence of any prior assignments by Bank of its interest in the patents, and shall be at the expense of Borrower.

TRADEMARK

REEL 0891 FRAME 647

**14. Bank's Right to Maintain Quality.** Borrower agrees that from and after the occurrence of an Event of Default (as defined in the Loan Agreement), Bank shall have the right to establish such additional product quality controls as Bank, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademark Collateral. Borrower agrees (i) not to sell or assign its interest in, or grant any license under the Trademark Collateral without the prior written consent of Bank; (ii) to maintain the quality of any and all products in connection with which the Trademark Collateral are used, consistent with the quality of such products as of the date hereof; (iii) not reduce the quality of such products without Bank's express written consent; and (iv) to provide Bank, upon request, with a certificate of an officer of Borrower certifying Borrower's compliance with the foregoing

[remainder of page intentionally left blank]

TRADEMARK

REEL 891 FRAME 48

IN WITNESS WHEREOF, Borrower and Bank have executed this Agreement as of August 21, 1992.

THE BOATMEN'S NATIONAL BANK  
OF ST. LOUIS

SECO PRODUCTS CORPORATION  
a Delaware corporation

By: Kathy M. Robinson  
Kathy M. Robinson,  
Vice President

By: T. Guy Minetti  
T. Guy Minetti,  
President

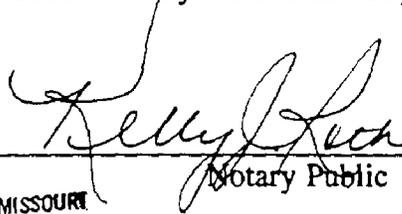
TRADEMARK

REEL 0891 FRAME 649

STATE OF MISSOURI )  
 ) SS.  
CITY OF ST. LOUIS )

On this 20th day of August, 1992, before me personally appeared T. Guy Minetti, to me personally known, who, being by duly sworn, did say that he is the President of SECO PRODUCTS CORPORATION, a Corporation of the State of Delaware, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said T. Guy Minetti acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the City and State aforesaid, the day and year first above written.

  
\_\_\_\_\_  
Notary Public

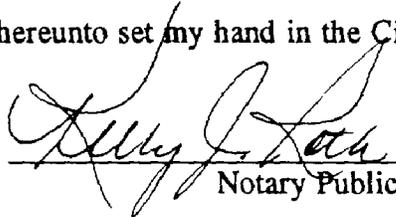
My Commission expires: KELLY J. ROTH  
NOTARY PUBLIC - STATE OF MISSOURI  
MY COMMISSION EXPIRES JAN. 24, 1994  
ST. CHARLES COUNTY

REEL 0891 FRAME 650  
TRADEMARK

STATE OF MISSOURI )  
 ) SS.  
CITY OF ST. LOUIS )

On this 20th day of August, 1992, before me personally appeared Kathy M. Robinson, to me personally known, who, being by me duly sworn, did say that she is the Vice President of THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, a national banking association, and that said instrument was signed in behalf of said association by authority of its Board of Directors; and said Kathy M. Robinson acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the City and State aforesaid, the day and year first above written.

  
\_\_\_\_\_  
Notary Public

My Commission expires: KELLY J. ROTH  
NOTARY PUBLIC - STATE OF MISSOURI  
MY COMMISSION EXPIRES JAN. 24, 1994  
ST. CHARLES COUNTY



TRADEMARK  
REEL: 002002 FRAME: 0320

REAFFIRMATION AND MODIFICATION  
OF  
TRADEMARK SECURITY AGREEMENT

This Reaffirmation and Modification of Trademark Security Agreement (the "Agreement") is executed as of this 27th day of January, 1994 between SECO PRODUCTS CORPORATION, a Delaware corporation ("Borrower"), and THE BOATMEN'S NATIONAL BANK OF ST. LOUIS ("Lender").

W I T N E S S E T H:

WHEREAS, Borrower and Lender are parties to that certain Trademark Security Agreement dated as of August 21, 1992, executed by Borrower and delivered to Lender and filed in the United States Patent and Trademark Office on September 2, 1992 at Trademark Reel 0891, Frames 0642 through 0651, (such Trademark Security Agreement, being hereinafter referred to as the "Security Agreement");

WHEREAS, the Security Agreement presently encumbers in favor of Lender all of Borrower's rights, claims and interests in and to all of Borrower's trademarks and licenses, including, without limitation, those which are described on Schedule A hereto;

WHEREAS, the Security Agreement secures Borrower's "Obligations" as such term is defined in that certain Loan Agreement dated as of August 21, 1992 between Borrower and Lender (the "Original Agreement");

WHEREAS, the Original Agreement has been amended and modified, including, without limitation, pursuant to that certain Amended and Restated Loan Agreement dated as of January 27, 1994 among Borrower, Therma-Systems Corporation, a Delaware corporation, Therma-Chill, Inc., a New Jersey corporation, and Lender (the Original Agreement, as so restated and amended, the "Restated Agreement");

WHEREAS, the "Obligations" as defined in the Original Agreement include (without limitation) all of Borrower's indebtedness to Lender arising under the Restated Agreement (including, without limitation, all of Borrower's Obligations under its Guaranty) and all further amendments, modifications and restatements thereto; and

WHEREAS, the parties hereto have agreed to modify certain of the terms and provisions of the Security Agreement as described herein and Borrower has agreed to reaffirm its

obligations under the Security Agreement and to reaffirm the grant of security interests created by the Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Representations. It is hereby agreed by each of the parties hereto that the terms of each of the introductory paragraphs contained in this Agreement are true and correct and are hereby incorporated into this Agreement by this reference.

2. Definitions. Terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Restated Agreement.

3. Modifications to Security Agreement. Each and every reference in the Security Agreement to the Original Agreement shall be deemed to include the Original Agreement as amended and restated by the Restated Agreement, as such agreement has been and may be further amended, restated, extended, and otherwise modified from time to time. Exhibit A to the Security Agreement has been modified to add specific reference to two additional trademarks.

4. Non-Novation. Nothing contained herein shall be deemed to nor constitute a novation of the "Obligations" of Borrower which were and continue to be secured by the Collateral.

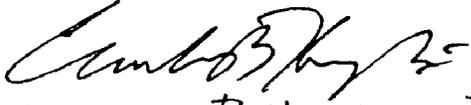
5. Reaffirmation. Borrower hereby further reaffirms the grant of security interests set forth in Section 2 of the Security Agreement and each of its obligations described in such Security Agreement and agrees and acknowledges that, as provided in the Security Agreement, such grant of security interest secures all "Obligations" of Borrower under and as defined in the Original Agreement and all "Obligations" of Borrower under and as defined in the Restated Agreement (including, without limitation, all of its Obligations arising under its Guaranty). Except as specifically modified hereby, the Security Agreement shall remain in full force and effect and is hereby ratified and confirmed by Borrower and Lender.

6. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of Missouri.

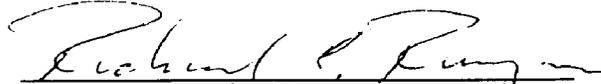
7. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date and year first above written.

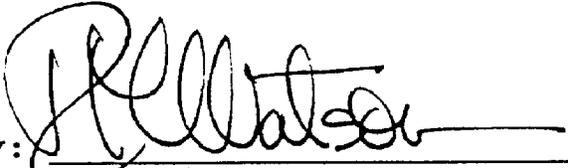
Attest:

  
Charles B. Hughes III  
Asst. Secretary  
[Affix Corporate Seal]

SECO PRODUCTS CORPORATION

By:   
Name: Richard C. Bunyan  
Title: President

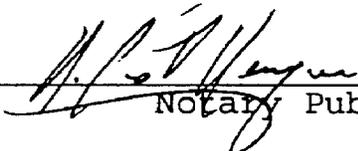
THE BOATMEN'S NATIONAL BANK  
OF ST. LOUIS, as Lender

By:   
Patricia M. Watson  
Vice President

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard C. Ryan whose name as President of SECO PRODUCTS CORPORATION, a Delaware corporation, is signed for the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed for the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 25<sup>th</sup> day of January, 1994.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_

H. SCOTT KENYON  
Notary Public, State of New York  
No. 01KE5016236  
Qualified in Rockland County  
Certificate Filed in New York County  
Commission Expires August 9, 1995

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Patricia M. Watson, whose name as Vice President of THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, a national banking association, is signed for the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed for the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal this 25<sup>th</sup> day of January, 1994.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_

**H. SCOTT KENYON**  
Notary Public, State of New York  
No. 01KE5016236  
Qualified in Rockland County  
Certificate Filed in New York County  
Commission Expires August 9, 1995

SCHEDULE A

Registered Trademarks and Service Marks

| <u>Mark</u>               | <u>Register</u> | <u>Registration<br/>Number</u> | <u>Registration<br/>Date</u> |
|---------------------------|-----------------|--------------------------------|------------------------------|
| Seco                      | U.S. PTO        | 443,023                        | 7/5/49                       |
| Seco-Matic                | U.S. PTO        | 575,093                        | 6/2/53                       |
| Seconomy Line<br>(Design) | U.S. PTO        | 443,022                        | 7/5/49                       |
| Secotainer                | U.S. PTO        | 1,730,906                      | 11/10/92                     |
| Spring-Pak                | U.S. PTO        | 1,585,317                      | 3/6/90                       |
| Thermaflo & Design        | U.S. PTO        | 1,604,492                      | 7/3/90                       |

February 7, 1994

Attention: Assignment Division

Please stamp this card with the date of receipt  
and return it to us.

Reaffirmation and Modification of Trademark Security  
Agreement between SECO PRODUCTS CORPORATION  
("Borrower") and THE BOATMEN'S NATIONAL BANK  
OF ST. LOUIS ("Lender").

6 Trademarks  
\$165.00 check





**MASTER REAFFIRMATION AND AMENDMENT TO SECURITY DOCUMENTS**

This MASTER REAFFIRMATION AND AMENDMENT TO SECURITY DOCUMENTS ("Master Amendment") is made as of the 8th day of June, 1995, among Seco Products Corporation, a Delaware corporation ("Seco"), Therma-Systems Corporation, a Delaware corporation ("Systems"), Therma-Chill, Inc., a New Jersey corporation ("Chill"; Seco, Systems and Chill are hereinafter referred to individually as a "Borrower" and collectively as the "Borrowers") and The Boatmen's National Bank of St. Louis ("Lender"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

**W I T N E S S E T H:**

WHEREAS, Borrowers and Lender have entered into that certain Second Amended and Restated Loan Agreement (as further amended, modified or otherwise supplemented from time to time, the "Loan Agreement") of even date herewith;

WHEREAS, the Borrowers have previously executed and delivered to the Lender the security documents described on Exhibit A hereto (the "Existing Security Documents") in connection with the Original Loan Agreement and the First Restated Loan Agreement;

WHEREAS, each of the Borrowers will derive both direct and indirect benefits from the loans and other financial accommodations made pursuant to the Loan Agreement; and

WHEREAS, it is a condition precedent to making the loans, advances and other financial accommodations of Lender under the Loan Agreement that the Borrowers enter into this Master Amendment to acknowledge and agree that the Existing Security Documents, and the liens and security interests granted thereunder, secure the Obligations of the Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned agrees as follows:

1. Amendments to Security Documents. The Borrowers hereby agree that the Obligations under the Loan Agreement are secured by the Existing Security Documents. All references in the Existing Security Documents to "Obligations" under the

Original Loan Agreement or under the First Restated Loan Agreement shall be deemed to refer to the "Obligations" of the Borrower pursuant to and as defined in the Loan Agreement. All references in the Existing Security Documents to the "Loan Agreement" shall be deemed to refer to the Loan Agreement.

2. Reaffirmation. In connection with the execution and delivery of the Loan Agreement, each of the Borrowers as debtors, grantors, mortgagors, pledgors, guarantors, assignors, or in other similar capacities in which such Borrowers grant liens or security interests in their properties or otherwise act as accommodation parties, as the case may be, in any case under the Existing Security Documents, hereby each ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of such Existing Security Documents to which it is a party and, to the extent such Borrower granted liens on or security interests in any of its properties pursuant to any such Existing Security Documents as security for any Borrowers' obligations to Lender under or with respect to the Original Loan Agreement or First Restated Loan Agreement, each hereby ratifies and reaffirms such grant of security and confirms and agrees that such liens and security interests hereafter secure all of the Obligations, including, without limitation, all additional Obligations resulting from the Loan Agreement, in each case as if each reference in such Existing Security Documents to the obligations secured thereby are construed to hereafter mean and refer to such Obligations under the Loan Agreement. Each of the Borrowers hereby consents to the terms and conditions of the Loan Agreement and reaffirms its guaranty of all of the other Borrowers' Obligations under or with respect to the Loan Agreement (including, without limitation, all additional Obligations resulting from the Loan Agreement). Each of the Borrowers acknowledges receipt of a copy of the Loan Agreement and acknowledges that each of the Existing Security Documents remains in full force and effect and is hereby ratified and confirmed. The execution of this Master Amendment shall not operate as a waiver of any right, power or remedy of the Lender, nor constitute a waiver of any provision of any of the Existing Security Documents.

3. Successors and Assigns. This Master Amendment shall be binding upon each of the Borrowers and upon their respective successors and assigns and shall inure to the benefit of the Lender and its respective successors and assigns; all references herein to Borrowers shall be deemed to include their respective successors and assigns. The successors and assigns of such entities shall include, without limitation, their respective receivers, trustees or debtors-in-possession; provided, however, that none of such entities shall voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent other than in connection with the Subsidiary Merger.

4. Further Assurances. The Borrowers hereby agree from time to time, as and when requested by the Lender to execute and deliver or cause to be executed and delivered, all such documents, instruments and agreements and to take or cause to be taken such further or other action as the Lender may deem necessary or desirable in order to carry out the intent and purposes of this Master Amendment and the Loan Documents.

5. Definitions. All references to the singular shall be deemed to include the plural and vice versa where the context so requires.

6. Governing Law. Any dispute between the Lender and the Borrowers arising out of or related to the relationship established between them in connection with this Master Amendment and whether arising in contract, tort, equity, or otherwise, shall be resolved in accordance with the internal laws, and not the conflicts of law provisions, of the State of Missouri.

7. Severability. Wherever possible, each provision of this Master Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Master Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Master Amendment.

8. Merger. This Master Amendment represents the final agreement of each of the Borrowers with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or prior or subsequent oral agreements, among any of the Borrowers and the Lender.

9. Execution in Counterparts. This Master Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

10. Definitions. The singular shall include the plural and vice versa and any gender shall include any other gender as the context may require.

11. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

IN WITNESS WHEREOF, this Master Amendment has been duly executed by each of the undersigned as of the day and year first set forth above.

SECO PRODUCTS CORPORATION

By: Richard C. Runyan  
Name: Richard C. Runyan  
Title: President

THERMA-SYSTEMS CORPORATION

By: Richard C. Runyan  
Name: Richard C. Runyan  
Title: President

THERMA-CHILL, INC.

By: Richard C. Runyan  
Name: Richard C. Runyan  
Title: President

THE BOATMEN'S NATIONAL BANK OF  
ST. LOUIS

By: Patricia M. Watson  
Name: Patricia M. Watson  
Title: Vice President

Exhibit A

Existing Security Documents

1. Deed of Trust dated as of August 21, 1992 between Seco and Lender, as previously reaffirmed and modified as of January 27, 1994 with respect to Seco's real property located in Franklin County, Missouri.

2. Security Agreement dated as of August 21, 1992 between Seco and the Lender, as reaffirmed and modified by that certain Reaffirmation and Modification of Security Agreement dated as of January 27, 1994 executed by Seco and the Lender.

3. Trademark Security Agreement dated as of August 21, 1992 between Seco and the Lender, as reaffirmed and modified by that certain Reaffirmation and Modification of Trademark Security Agreement dated as of January 27, 1994 executed by Seco and the Lender.

4. Patent Assignment dated as of August 21, 1992 between Seco and the Lender, as reaffirmed and modified by that certain Reaffirmation and Modification of Patent Assignment dated as of January 27, 1994 executed by Seco and the Lender.

5. Assignment of Representations, Warranties, Covenants and Indemnities dated as of January 27, 1994 executed by Seco in favor of the Lender evidencing the collateral assignment by Seco to the Lender of all of Seco's rights and remedies under that certain Purchase Agreement dated as of January 27, 1994 by and among Seco and the former shareholders of Systems and under that certain Purchase Agreement dated as of January 27, 1994 by and among Seco and the former shareholders of Chill.

6. Guaranty dated as of January 27, 1994 executed by Seco in favor of the Lender pursuant to which Seco unconditionally guarantees all of Systems' and Chill's Obligations under the Loan Agreement to the Lender.

7. Pledge Agreement dated as of January 27, 1994 executed by Seco in favor of the Lender pursuant to which Seco pledges to the Lender 100% of the issued and outstanding capital stock of Systems and Chill, together with stock certificates and stock powers executed in blank with respect thereto and Systems' and Chill's acknowledgement thereof.

8. Security Agreement dated as of January 27, 1994 executed by Systems in favor of the Lender.

9. Trademark Security Agreement dated as of January 27, 1994 executed by Systems in favor of the Lender.

10. Patent Security Agreement dated as of January 27, 1994 executed by Systems in favor of the Lender.

11. Guaranty dated as of January 27, 1994 executed by Systems in favor of the Lender pursuant to which Systems unconditionally guarantees all of Seco's and Chill's Obligations under the Loan Agreement to the Lender.

12. Security Agreement dated as of January 27, 1994 executed by Chill in favor of the Lender.

13. Trademark Security Agreement dated as of January 27, 1994 executed by Chill in favor of the Lender.

14. Patent Security Agreement dated as of January 27, 1994 executed by Chill in favor of the Lender.

15. Guaranty dated as of January 27, 1994 executed by Chill in favor of the Lender pursuant to which Chill unconditionally guarantees all of Seco's and Systems' Obligations under the Loan Agreement to the Lender.





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**Comptroller of the Currency  
Administrator of National Banks**

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Multinational Banking  
250 E Street, SW  
Washington, D.C. 20219-0001

June 10, 1997

Mr. Scott A. Cammarn  
Senior Counsel  
NationsBank Corporation  
NationsBank Corporate Center, NC1-007-20-01  
Charlotte, North Carolina 28255

Dear Mr. Cammarn:

This letter is the official certification of the Office of the Comptroller of the Currency ("OCC"), effective June 13, 1997, of the merger of the following banks into and under the charter of NationsBank, National Association, Charlotte, North Carolina, and with the resulting title of NationsBank, National Association:

Boatmen's Bank of Quincy, Quincy, Illinois  
Boatmen's Bank of Franklin County, Benton, Illinois  
Boatmen's Bank of Troy, Troy, Missouri  
Boatmen's Bank of Southwest Missouri, Carthage, Missouri  
Boatmen's Bank of South Central Illinois, Mount Vernon, Illinois  
Boatmen's National Bank of Coles County, Charleston, Illinois  
Boatmen's National Bank of Central Illinois, Hillsboro, Illinois  
Boatmen's First National Bank of West Plains, West Plains, Missouri  
Boatmen's National Bank of Boonville, Boonville, Missouri  
Boatmen's National Bank of Lebanon, Lebanon, Missouri  
Boatmen's National Bank of Cape Girardeau, Cape Girardeau, Missouri  
NationsBank, National Association (Mid-West), Kansas City, Missouri  
The Boatmen's National Bank of St. Louis, St. Louis, Missouri  
Boatmen's Bank of Rolla, Rolla, Missouri  
Boatmen's River Valley Bank, Lexington, Missouri  
Boatmen's Bank of Pulaski County, Richland, Missouri  
Boatmen's Osage Bank, Butler, Missouri  
Boatmen's Bank of Mid-Missouri, Columbia, Missouri  
Boatmen's Bank of Marshall, Marshall, Missouri  
Boatmen's Bank of Kennett, Kennett, Missouri

This is also the official authorization given to NationsBank, N.A. to operate the branches of the target institutions and to operate the main offices of the target institutions as branches. A listing of each newly authorized branch and its assigned OCC branch number is enclosed. Branches of a national bank target are not listed since they are automatically carried over to the resulting bank and retain their current OCC branch numbers.

This letter is also the official certification by the OCC of the increase in common stock outstanding by NationsBank, N.A., charter number 14448, from \$2,680,206,000 to \$2,944,009,000, effective June 13, 1997.

Sincerely,



Ralph E. Sharpe  
Deputy Comptroller

Application Control Number 97-ML-02-009  
Charter Number 14448

Enclosure







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**Comptroller of the Currency  
Administrator of National Banks**

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Bank Organization and Structure, 3-8  
250 E Street, S.W.  
Washington, DC 20219

June 8, 1999

Mr. Scott A. Cammarn  
Assistant General Counsel  
Legal Department  
Bank of America Corporation  
101 South Tryon Street/NC1-002-01  
Charlotte, North Carolina 28255

Dear Mr. Cammarn:

This serves to acknowledge receipt of your June 1, 1999 letter forwarding a certification of the action taken by the sole shareholder of NationsBank, National Association, Charter Nr. 14448, Charlotte, North Carolina to change that Bank's title to "Bank of America, National Association", effective July 5, 1999.

I have reviewed the furnished certification and found it acceptable. We will therefore alter our records, on the desired effective date, to reflect the Bank's new title.

Sincerely,

Richard T. Erb  
Licensing Manager



## AMENDMENT OF TRADEMARK SECURITY AGREEMENT

This Amendment of Trademark Security Agreement (the "Amendment") is executed as of this 16<sup>th</sup> day of November 1999 by Bank of America, N.A., formerly NationsBank, N.A., f/k/a The Boatmen's National Bank of St. Louis, N.A. ("Bank") pursuant to its rights under that certain Trademark Security Agreement by and between Bank and Seco Products Corporation ("Seco") dated August 21, 1992 ("Original Security Agreement").

### WITNESSETH

WHEREAS, Seco and Bank are parties to the Original Security Agreement, which was filed in the United States Patent and Trademark Office on September 2, 1992 at Trademark Reel 0891, Frames 0642 through 0651, as reaffirmed and modified by that certain Reaffirmation and Modification dated as of January 27, 1994 executed by Seco and delivered to Bank (the Original Assignment, as subsequently modified, is hereinafter referred to as the "Security Agreement");

WHEREAS, the Security Agreement presently encumbers in favor of Bank all of Seco's rights, claims and interests in and to all of the trademark registrations and applications, as well as all foreign counterparts thereof, owned by or licensed to Seco, and all of the goodwill connected with and symbolized by such trademark registrations and applications;

WHEREAS, pursuant to the Security Agreement, Seco has authorized the Bank to amend the Security Agreement by amending Schedule A to the Security Agreement to include any future trademarks and licenses;

WHEREAS, Bank is hereby amending the Security Agreement to include certain trademark registrations and applications, as well as all foreign counterparts thereof, and all of the goodwill connected with and symbolized by such trademark registrations and applications that Seco has acquired an interest in and to whether by operation of law, assignment, license or otherwise (the "Additional Trademarks");

NOW, THEREFORE, in consideration of the foregoing and pursuant to the Security Agreement, the Bank amends the Security Agreement as follows:

1. Modification to Security Agreement. Each and every reference in the Security Agreement to that certain Loan Agreement dated as of August 21, 1992 between Seco and Bank (the "Loan Agreement") shall be deemed to include the Loan Agreement as amended and restated by the Second Restated Agreement, as such agreement has been and may be further amended, restated, extended, and otherwise modified. Schedule A to the Security Agreement has been modified to add specific references to the Additional Trademarks as more specifically described on the amended Schedule A attached hereto.



SCHEDULE A

| TRADEMARK                       | SERIAL/REGISTRATION NO. |
|---------------------------------|-------------------------|
| Phasewave                       | 75-549,193              |
| Perfect Serve                   | 75-417657               |
| Quick Temp                      | 2150784                 |
| Royal Legacy                    | 2072854                 |
| Perfect Temp (words and design) | 2048670                 |
| Therma-Tray (Service Mark)      | 958,296                 |
| Thermaflo (and design)          | 73-790,252              |
| Spring-pak                      | 73-787,594              |
| Circul-air                      | 820,300                 |



# EXHIBIT G

| <u>MARK</u>                | <u>REGISTRATION NO.</u> | <u>REGISTRATION DATE</u> |
|----------------------------|-------------------------|--------------------------|
| Royal Legacy               | 2,072,854               | 6/17/97                  |
| Perfect Temp               | 2,048,670               | 4/1/97                   |
| Therma-Tray (Service Mark) | 958,296                 | 5/1/73                   |
| Therma-Tray                | 983,083                 | 5/7/74                   |
| Quick Temp                 | 2,150,784               | 4/14/98                  |
| Perfect Serve              | 75-417657               | 1/14/98 (filing date)    |

| <u>COMMON LAW TRADENAME</u> | <u>OWNER</u>              |
|-----------------------------|---------------------------|
| Therma-Cite                 | Seco Products Corporation |

**CERTIFICATE OF EXPRESS MAILING**

"Express Mail" mailing label number: EL 415427961US

Date of Deposit: 12/1/99

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner For Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

Mary D. Demaldé

k\ja\16325\5-mail.frm\112994\bjc